common law this was especially true where the premises expressly granted a fee and the habendum attempted to limit it to a life estate. Blackstone says (Book 2, p. 298), "Had it been in the premises 'to him and his heirs', habendum 'to him for life', the habendum would be utterly void." Where, however, the granting clause follows the statutory form using, for example, the words "convey and warrant", this only passes a fee simple by implication, and a limitation of a life estate in the habendum is valid. *Welch* v. *Welch*, 183 Ill. 237; *Doren* v. *Gillum*, 136 Ind. 134. Courts today pay more regard to the deed as a whole in ascertaining the intentions of the parties than they do to rules concerning the relative merits of the various clauses. *Meacham* v. *Blaess*, — Mich. —, 104 N. W. R. 579; *Phillips* v. *Collinsville Granite Co.* — Ga. —, 51 S. E. R. 666; *Shepard Co.* v. *Shibles*, — Me. —, 61 Atl. 700.

DIVORCE—ALIMONY—PAYMENT AFTER HUSBAND'S DEATH.—Plaintiff obtained a divorce and alimony "as long as she shall live" and a mortgage was given to secure payments. In an action to foreclose the mortgage, default having been made after the divorced husband's death, *held*, that the obligation to pay alimony ceased with their 'joint lives'. *Wilson* v. *Hinman* (1905), — N. Y. —, 75 N. E. Rep. 236.

It had been the settled rule in New York that when there was some provision in the decree to perpetuate the payments, it could be enforced after the husband's death. See the same case in 90 N. Y. Supp. 746, 99 App. Div. 41; *Burr v. Burr*, 10 Paige 20, 7 Hill 207; *Galusha* v. *Galusha*, 43 Hun 181; *Johns* v. *Johns*, 60 N. Y. Supp. 865, 166 N. Y. 613, 59 N. E. Rep. 1124. It is the rule in some states that when there is a plain intent for the alimony to continue after their joint lives evidenced in the decree it will be enforced. *Lennahan* v. *O'Keefe*, 107 Ill. 620; *O'Hagan* v. *O'Hagan*, 4 Iowa 509; *Miller* v. *Miller*, 64 Me. 489. Contra *Martin* v. *Martin*, 33 W. Va. 695, 11 S. E. Rep. 12. If an agreement for alimony to continue after the husband's death is incorporated into the decree it will be binding. *Stratton* v. *Stratton*, 77 Me. 373, 52 Am. Rep. 779; *Storey* v. *Storey*, 125 Ill. 608, 18 N. E. Rep. 329, 1 L. R. A. 320, 8 Am. St. Rep. 417. It would seem that since alimony is in lieu of marital maintenance it should continue only during the joint lives of the parties or until the remarriage of the wife and this is the rule in nearly all the states in the absence of an agreement or a plain intent to the contrary in the decree. *Knapp* v. *Knapp*, 134 Mass. 353; *Brown* v. *Brown*, 38 Ark. 324.

EMINENT DOMAIN—ABANDONMENT OF RAILROAD CROSSING—DAMAGES.—A railroad company, under a statutory power to change a public road and substitute therefor another, constructed additional main tracks at a certain point of its road, thereby necessitating the abandonment of two crossings leading to the plaintiff's mill and built a new public road which made access to the mill so inconvenient and dangerous as to drive away its customers and necessitate its closing up. *Held*, that the company was liable to the mill owner for damages. *Foust* v. *Pennsylvania R. Co.* (1905), — Pa. —, 61 Atl. Rep. 829.

The Pennsylvania courts construe the state constitution, providing that those invested with the right of eminent domain "shall make just compensa-

tion for property taken, injured or destroyed", to authorize consequential damages to property injured even where none of it is taken. *County of Chester* v. *Brower*, 117 Pa. St. 647; *Penn. Schuyl. Val. Ry. Co.* v. *Walsh*, 124 Pa. St. 544; *Butchers' Ice and Coal Co.* v. Philadelphia, 156 Pa. St. 54. But the injuries must be special in their nature and not such as are suffered in common with the rest of the public. *Pittsburg & L. E. Ry. Co.* v. *Jones*, 111 Pa. St. 204; *Gulf, etc., Ry. Co.* v. *Fuller*, 63 Texas 467; *Presbrey* v. *Old Colony Ry. Co.*, 103 Mass. 1. The special damage to plaintiff which the court in the principal case relied on in its decision is the destruction of plantiff's "valuable milling property by rendering it inaccessible to the public". The courts of those states where the statutes or constitution allow compensation for the injury to property as well as for the actual taking generally allow compensation for damages of this sort. *Harvey* v. *Ga. So. & Fla. Ry. Co.*, 90 Ga. 66; *Missouri Pac. Ry. Co.* v. *Porter*, 112 Mo. 361; *Pittsburg & L. E. Ry. Co.* v. *Jones*, 111 Pa. St. 204. The holdings are to the contrary in states where compensation is allowed only for the "taking" of property under the exercise of right of eminent domain. *Richmond, etc., Turnpike Co.* v. *Rogers*, 1 Duv. (Ky.) 135; *Hohmann* v. *Chicago*, 140 Ill. 226; *Proprietors of Locks and Canals* v. *N. & L. Ry. Co.*, 10 Cush, (Mass.) 385. But see *Rockafeller* v. *Northern Cent. Ry. Co.*, 61 Atl. Rep. 960.

EVIDENCE— HANDWRITING—COMPARISON.—Where in a forgery trial it was sought by an expert witness to prove disputed writing by comparison with writing of accused, *held*, such comparison would not be allowed. *Washington* v. *State* (1905), — Ala. —, 39 So. Rep. 388.

The cases are in hopeless conflict on this proposition. The doctrine is well settled in Alabama as above. *Kirksey* v. *Kirksey*, 41 Ala. 626. Comparison of handwriting was allowed by the Roman Law. WHARTON ON EVIDENCE, § 711. The common law seems to be that such comparisons cannot be made. *Doe* v. *Suckermore*, 5 Ad. & El. 703, where the early English cases are reviewed. It has been held that comparison of disputed writing may be made with irrelevant writing. *Lyon* v. *Lyman*, 9 Conn. 55; *Calkins* v. *State*, 14 Ohio St. 222. In England and many states in this country there are statutes allowing comparison. Code Iowa (1897), § 4620; Cal. Code Civ. Pro., § 1944. The modern tendency seems to be toward more liberality in allowing such comparison.

GAME—PROHIBITION OF SALE APPLIES TO THAT TAKEN IN ANOTHER STATE. —Where a statute, designed to protect game, expressly prohibits the sale of "ruffed grouse," *held*, that the selling of any such bird within the state, though it was lawfully killed in another state, is unlawful. *State* v. *Shattuck* (1905), — Minn. —, 104 N. W. Rep. 719.

The right of a state to prohibit or regulate the killing and sale of its own game is well recognized; *People* v. *Gerber*, 36 N. Y. Supp. 720; *Geer* v. *State*, 161 U. S. 519, 40 L. Ed. 793; *State* v. *Rodman*, 58 Minn. 393, 59 N. W. 1098. And it seems to be settled that a state may, in the exercise of the police power, even extend its regulation to game lawfully killed in another state and imported therefrom; *People* v. *Bootman*, 180 N. Y. 1, 72 N. E. 505;